

Rec'd at 5:00 o'clock 11 M. 2702 94 am deputy P 445-456

WARRANTY DEED

THIS DEED, Made/ ²⁵ of the 14TH day of NOVEMBER . 1994 . between
RICO DEVELOPMENT CORPORATION, A COLORADO
CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of COLORADO, grantor, and

RICO PROPERTIES LIMITED LIABILITY COMPANY, A
COLORADO LIMITED LIABILITY COMPANY

whose legal address is P.O. BOX 220

RICO, CO 81332

of the County of **DOLORES** and State of **COLORADO** . grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS** **DOLLARS**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **DOLORES** and State of Colorado described as follows:

THAT PROPERTY DESCRIBED ON EXHIBIT WD-WEB-1, ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

as known by street and number as: **RICO LOTS**

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these premises, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

THOSE OF RECORD

The grantor shall and will **WARRANTY AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its

President, and its corporate seal to be hereunto affixed, attested by its written.

Secretary, the day and year first above

ALICE:

**RICO DEVELOPMENT CORPORATION, A
COLORADO CORPORATION**

By Wayne E. Webster
WAYNE E. WEBSTER, PRESIDENT

State of Texas)
County of Henderson) ss.

The foregoing instrument was acknowledged before me this 9th day of NOVEMBER, 1994, by WAYNE E. WEBSTER AS PRESIDENT OF RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

My commission expires



BARBARA D. FOSTER
Notary Public, State of Texas
My Comm. Exp. 3-15-97

Witness my hand and official seal

Notary Public

CORRECTION WARRANTY DEED

THIS DEED, Made this 21st day of FEBRUARY, 1997.
between RICO PROPERTIES LIMITED LIABILITY COMPANY
P.O. Box 220
RICO, CO 81332

STATE DOCUMENTARY FEE
Costo Febo 21, 1997
\$ Open

of the County of DOLORES and State of COLORADO
grantor, and
Rico Development Corporation, a Colorado Corporation

whose legal address is c/o WAYNE WEBSTER P.O. Box 592
of the City of ATHENS and State of TEXAS 75751, grantee:
WITNESSETH, That the grantor, for and in consideration of the sum of

TEN AND 00/100 DOLLARS, 10.00
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with
improvements, if any, situate, lying and being in the County of DOLORES, and State of Colorado,
described as follows:

SEE Schedule A/PLLC/ADC - A

ANNEXED HERETO AND INCORPORATED HEREIN

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and
the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest,
claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the
hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his
heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and
agree to and with the grantee, his heirs and assigns, that at the time of the enclosing and delivery of these presents, he is well
seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in
fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form
as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due
or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

SEE SCHEDULE A/PLLC/ADC - 1 ANNEXED HERETO AND INCORPORATED HEREIN

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession
of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

RICO PROPERTIES LIMITED LIABILITY COMPANY
by Stanley A. Foster
STANLEY A. FOSTER, MANAGER

STATE OF COLORADO
COUNTY OF DOLORES

The foregoing instrument was acknowledged before me this 21st day of February, 1997, by
Stanley A. Foster, MANAGER OF RICO PROPERTIES LIMITED LIABILITY COMPANY

My Commission expires:

Witness my hand and official seal.

Eastman White, Dolores County
Notary Public
Chick

CORRECTION WARRANTY DEED
SCHEDULE RPLLC/ROC - A

FOLEY ASSOCIATES, INC.
CIVIL ENGINEERING AND LAND SURVEYING
P. O. BOX 1385
TELLURIDE, CO 81435
970-728-6153

LEGAL DESCRIPTION

Portions of the Martha Lode, MS 20619, Pioneer Mining District, Dolores County, Colorado, further described as follows:

A strip of land being 24 feet wide, lying 12 feet on each side of the following described centerline:

Beginning at a point on Line 2-3 of said Martha Lode which is at the centerline of the St. Louis tunnel, from which Corner 4 of said Martha Lode, being a 2" iron pipe with brass cap, bears N 07°23'16" W 1029.52 feet, and the southwest corner of Section 24, T40N, R11W, NMPM, being a BLM brass cap monument, bears N 68°55'45" W 1294.14 feet; Thence S 66°46'55" W 354.29 feet; Thence S 35°03'45" W 31.85 feet; Thence N 41°50'47" W 54.84 feet; Thence N 47°26'11" W 30.60 feet; Thence N 72°36'08" W 41.21 feet; Thence S 78°56'13" W 66.10 feet; Thence S 36°43'46" W 30.79 feet; Thence S 53°47'53" W 42.12 feet more or less to Line 6-7 of the Homestake and Little Cora Consolidated Placer MS 410, Pioneer Mining District,

AND

Beginning at a point from which Corner 4 of said Martha Lode, being a 2" iron pipe with brass cap, bears N 11°59'43" E 1209.97 feet, and the southwest corner of Section 24, T40N, R11W, NMPM, being a BLM brass cap monument, bears N 52°41'10" W 1035.75 feet; Thence S 67°34'00" E 40.40 feet; Thence S 22°26'00" W 50.30 feet; Thence N 67°34'00" W 40.40 feet; Thence N 22°26'00" E 50.30 feet to the Point of Beginning.

The bearings for this legal description are based upon the centerline of Glasgow Avenue in the Town of Rico, as monumented by brass cap monuments LS 24954 at the street intersections, being the historic bearing of S 02°06'00" E.

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02/21/1997 03:52P BK 279 PG 130 CORR0
REC 16.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO



J. David Foley,

P.L.S. #24954

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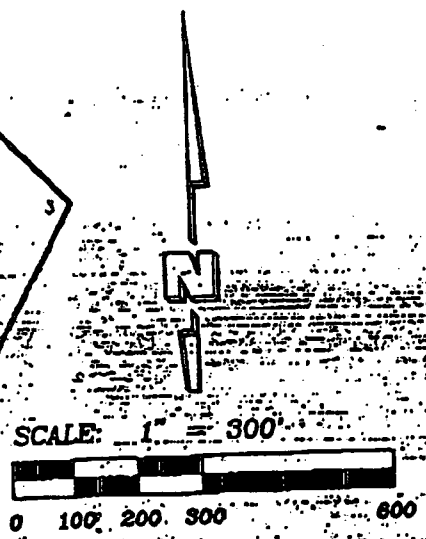
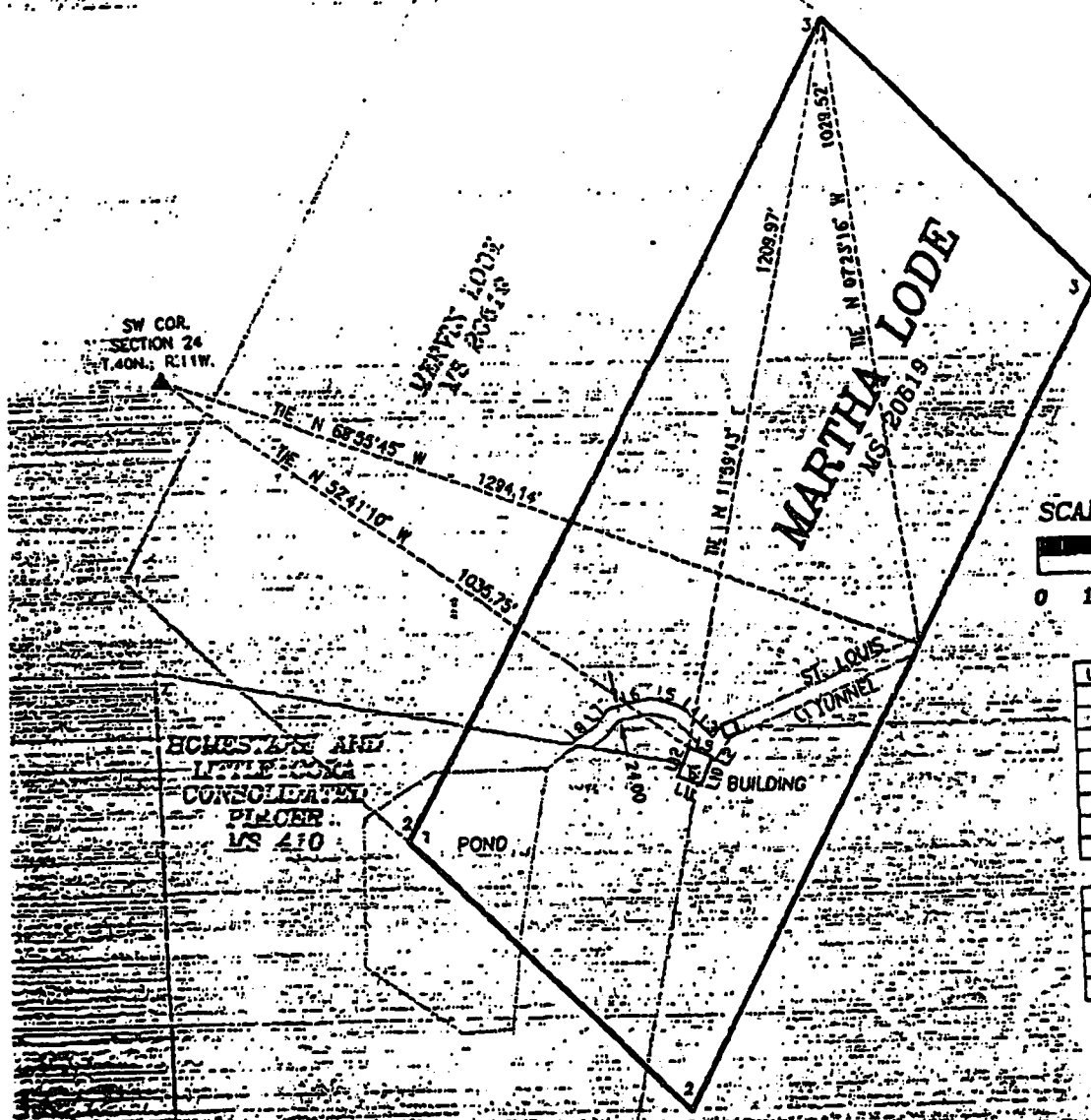
CORRECTION WARRANTY DEED
AIDER RPLLC/RDC-1

This conveyance is intended to correct the Warranty Deed dated November 14, 1994, between, Rico Development Corporation ("RDC"), as grantor, and Rico Properties Limited Liability Company ("RPLLC"), as grantee, recorded on November 29, 1994, in Dolores County in book 266, pages 445-458 (the "Original Deed"). It was intended by RDC and RPLLC that only such portion of the Martha Lode (Patent No. 1115034, Mineral Survey No. 20619) not carrying with it any environmental, or other, liability associated with, relating to, or arising from, the St. Louis Tunnel and its effluent discharge be conveyed to RPLLC pursuant to the Original Deed. RDC and RPLLC did not intend for RPLLC to take title to the property specifically described in this Correction Warranty Deed (the "Correction Deed Property"). The parties were under the mistaken belief that the Correction Deed Property was within that portion of the Homestake and Little Cora Consolidated Placer, east of the Dolores River bordering on the Martha Lode, that was retained and was not conveyed by RDC to RPLLC in the Original Deed. It was recently discovered that the Correction Deed Property is not within that portion of the Homestake and Little Cora Consolidated Placer, east of the Dolores River bordering on the Martha Lode, but instead is in a portion of the Martha Lode that was erroneously and mistakenly conveyed to RPLLC by RDC in the Original Deed. Hence, this Correction Warranty Deed hereby corrects the erroneous and mistaken conveyance of the Correction Deed Property that occurred in the Original Deed.

This conveyance is less and except a perpetual easement of ingress and egress for the benefit of Rico Properties Limited Liabilities, its Grantors and Assigns, over the herein described property, but only to the extent that such reserved easement does not create any environmental, or other, liability associated with, relating to, or arising from, the St. Louis Tunnel and its effluent discharge.

This conveyance is together with and includes any and all hereditaments, appurtenances, water rights and mineral rights, above or beneath the surface of the property associated with, relating to, or arising from, any environmental, or other, liability of the St. Louis Tunnel and its effluent discharge.

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LINE	DIRECTION	DISTANCE
L1	S 66°48'55" V	354.29'
L2	S 35°23'45" V	31.83'
L3	N 41°50'47" V	34.84'
L4	N 47°26'11" V	30.60'
L5	N 72°36'08" V	41.21'
L6	S 78°56'13" V	66.10'
L7	S 36°43'46" V	30.79'
L8	S 33°47'53" V	42.12'

LINE	DIRECTION	DISTANCE
L9	S 67°34'00" E	40.40'
L10	S 22°26'00" V	50.30'
L11	N 67°34'00" V	40.40'
L12	N 22°26'00" E	50.30'